

IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

**REQUEST FOR PROPOSALS  
SPECIFICATION NO. 03-273**

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

**PUBLIC/PRIVATE PARTNERSHIP FOR THE CITY/COUNTY  
INTERNET WEB SITE "INTERLINC"**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, October 22, 2003** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

**INSTRUCTIONS TO PROPOSERS**  
**CITY OF LINCOLN, NEBRASKA**  
**PURCHASING DIVISION**

**1. PROPOSAL PROCEDURE**

- 1.1 Proposer shall submit three (3) complete sets of the RFP documents and all supporting material..
- 1.2 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.3 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.4 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.5 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.6 Proposals received after the time and date established for receiving offers will be rejected.

**2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

**3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

**4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
  1. Is Year 2000 compliant, is designed to be used prior to, during, and after the calendar year 2000 AD; will operate consistently, predictably and accurately, without interruption or manual intervention, and in accordance with all requirements of this Specification and Agreement, including without limitation, all specification and/or functionality and performance requirements, during each such time period, and transitions between them, in relation to dates it encounters or processes;
  2. That all date recognition and processing by the software/firmware/ hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and

3. That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/ hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/ equipment/systems with software/firmware/ hardware/equipment/systems that does comply with this Specification and Agreement.

4. Other systems: to the extent that the software/firmware/ hardware/equipment/system will accept data from other systems and sources that are not Year 2000 compliant, the software/firmware/ hardware/equipment/system must properly recognize, calculate, sort, store, output and otherwise process such data in a manner that eliminates any century ambiguity so that the software/firmware/ hardware/equipment/system remains Year 2000 compliant.

5. No Disclaimers: The warranties and representations set forth in this section 12.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

**5. SPECIFICATION CLARIFICATION**

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

**6. ADDENDA**

- 6.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **7. EVALUATION AND AWARD**

- 7.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 7.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 7.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 7.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 7.5 A committee will be assigned the task of reviewing the proposals received.
  - 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  - 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 7.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 7.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

## **8. INDEMNIFICATION**

- 8.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 8.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **9. LAWS**

- 9.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

# **SPECIFICATION FOR PUBLIC/PRIVATE PARTNERSHIP FOR THE CITY/COUNTY INTERNET WEB SITE "INTERLINC"**

## **1. DESCRIPTION OF PROJECT**

- 1.1 The City of Lincoln and Lancaster County seek to establish Public/Private Partnerships in an effort to promote "InterLinc," the City/County Internet web site.
- 1.2 We have established InterLinc as the "24 hour City Hall" for City/County Governmental service delivery.
- 1.3 It is our hope to enter into agreements with various media to help facilitate the distribution of information about our WEB site, and the services available through the site.

## **2. STATISTICS**

- 2.1 InterLinc currently consists of more than 25,000 pages of information regarding City and County Offices.
- 2.2 In addition, many of these pages represent entry points to millions of lines of information that is currently accessible via the internet.
- 2.3 Some examples of the types of information and services that are available are: e-payments, GIS mapping, real estate and tax information, employment opportunities, accident reports, crime statistics and information regarding legislative meetings, agendas and minutes of previous meetings.
- 2.4 InterLinc currently has more than 5 million hits per month, and we have exceeded 1 million dollars of e-commerce activity.
- 2.5 It should be noted that both the number of pages and corresponding monthly hits are constantly growing.

## **3. INTERLINC'S COMMITMENT TO PARTNERS**

- 3.1 The City and County are committed to cross promoting each Corporate Partner's by:
  - 3.1.1 Placing their logo on the InterLinc home page.
  - 3.1.2 Including their logo on all signs distributed at each of the public access terminals located throughout Lincoln.
  - 3.1.3 General InterLinc promotional materials will be distributed bearing the logos of the corporate partners as deemed appropriate by the City.
  - 3.1.4 It is our intention to display promotional advertisements on both internal and external StarTran buses (the number of buses is not determined at this time).
    - 3.1.4.1 As is the case with the handout materials, bus advertising materials would also bear the logo of our Corporate Partners.
  - 3.1.5 InterLinc will also display corporate logos on InterLinc promotional material on the government access channel, 5 City-TV.
  - 3.1.6 Only Project Partners' logos will be placed on the InterLinc home page.
    - 3.1.6.1 The City reserves the right to list other media links on the second level, general links page of InterLinc.
    - 3.1.6.2 Project Partners who are members of the media would be included in both the Project Partners link and the Media link.

## **4. DURATION OF ALLIANCE**

- 4.1 The duration of this alliance shall be one year (with the option to renew the arrangement for two additional one year periods) from the time that a memorandum of agreement is finalized.

**5. SELECTION PROCESS**

- 5.1 Please complete the attached questionnaire and feel free to attach additional sheets as necessary.
- 5.2 On your company letterhead, please list any additional information or ideas you may have to provide a successful program.
  - 5.2.1 Any information is deemed confidential.
- 5.3 These responses will be utilized to select our project partners.

**6. PROPOSAL DUE DATE**

- 6.1 Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, October 22, 2003, in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8<sup>th</sup> Street, Lincoln, Nebraska 68508.
- 6.2 Proposals will be publicly opened at the K Street Complex, reading only the names and the firms submitting proposals.

## **InterLinc Project Partner Questionnaire**

1. Please describe the demographics and your customer base in Lincoln and Lancaster County, (include estimated market share, client base, age groups, area served and the source of the information included in your response).
  
2. Please describe your Internet presence, (include the name of your Internet Service Provider, and the egress they provide (if available), your Internet Hosting Company, their Internet Service Provider, and your average number of WEB hits per month).
  
3. Please describe your organization's sustaining commitment and near future plans to use the Internet in your corporate marketing strategy.
  
4. Please describe any cross promotional agreements with other local media you currently have in place that would have the potential to indirectly expand InterLinc's presence in Lincoln and Lancaster County.
  
5. Please describe the contribution your organization will make to the partnership (along with a fair market value estimate of each), and what activities you propose to help promote InterLinc (please include information regarding anything unique to your organization that sets you out from your competitors).